

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH ORDER/AGREEMENT NO. W52H09-04-P-0462				2. DELIVERY ORDER/CALL NO. W52H09		3. DATE OF ORDER/CALL (YYYYMMDD) 2004JUL02		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5			
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-C BARBARA FOLEY (309)782-2547 ROCK ISLAND IL 61299-7630 EMAIL: FOLEYB@RIA.ARMY.MIL				7. ADMINISTERED BY (if other than 6) DCMA LONG ISLAND 605 STEWART AVE GARDEN CITY NY 11530-4761 SCD: C PAS: NONE ADP PT: HQ0337				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR CHECK-MATE INDUSTRIES INC 777 MOUNT AVE WYANDANCH, NY. 11798 NAME AND ADDRESS TYPE BUSINESS: Other Small Business Performing in U.S.				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED		12. DISCOUNT TERMS					
14. SHIP TO SEE SCHEDULE				15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15					
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/>				THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)					
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA JERRY L YOWELL /SIGNED/ YOWELLJ@RIA.ARMY.MIL (309)782-6736 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL		26. DIFFERENCES		\$78,960.00	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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MOD/AMD

Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

(AS7006)

3	52.210-4500 TACOM-RI	NOTICE OF PHOSPHATE COATING REQUIREMENT	MAR/1988
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This solicitation and any resulting purchase order are subject to Federal Specification TT-C-490, Type I, Cleaning Methods for Ferrous Surfaces and Pretreatments for Organic Coatings.

(End of Clause)

(AS7002)

4	52.210-4516 TACOM-RI	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
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THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

5	52.211-4506 TACOM-RI	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
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(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

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Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

CLIN _____ PRICE \$ _____
 CLIN _____ PRICE \$ _____

(End of clause)

(AS7008)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
 TACOM-RI
 (OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 9301 Chapek Rd 2-1SE3401
 Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
 Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

ITEM: Magazine, Cartridges
 NSN: 1005-00-628-9048
 P/N: 7790183

1. The award of 4,000 each magazine cartridges at a unit price of \$19.74 and is FOB Destination.
2. Heat Treat and Phosphate coating is required by Clause FAR 52.210.4501 (TACOM-RI) Phosphate Coating Requirement and is hereby incorporated into this award.
3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 001 ***

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Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																				
0001	SUPPLIES OR SERVICES AND PRICES/COSTS NSN: 1005-00-628-9048 FSCM: 19204 PART NR: 7790183 SECURITY CLASS: Unclassified																																								
0001AA	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u></p> <p>4000</p> <p>NOUN: MAGAZINE, CARTRIDGE PRON: M141S707M1 PRON AMD: 03 ACRN: AA AMS CD: 070011HEAJ4</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>001</td> <td>W52H094124A155</td> <td>W25G1U</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>2,650</td> <td>07-SEP-2004</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W52H09-04-P-0462/0000</p> <p>DOC SUPPL</p> <table border="0"> <tr> <td><u>REL CD</u></td> <td><u>MILSTRIP</u></td> <td><u>ADDR</u></td> <td><u>SIG CD</u></td> <td><u>MARK FOR</u></td> <td><u>TP CD</u></td> </tr> <tr> <td>002</td> <td>W52H094124A156</td> <td>W62G2T</td> <td>J</td> <td></td> <td>1</td> </tr> </table> <table border="0"> <tr> <td><u>DEL REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DEL DATE</u></td> </tr> <tr> <td>001</td> <td>1,350</td> <td>07-SEP-2004</td> </tr> </table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95304-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u></p>	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	W52H094124A155	W25G1U	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	2,650	07-SEP-2004	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	002	W52H094124A156	W62G2T	J		1	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DEL DATE</u>	001	1,350	07-SEP-2004	4000	EA	\$ 19.74000	\$ 78,960.00
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Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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MOD/AMD

Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

C. Marking: In addition to any special markings called out on the SPI;

C.1. All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Change Notice 2, Date 10 Feb 04, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

C.2. Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots; e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the standard, see paragraph 5.3.

C.3. Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

C.4. Military Shipping Label. The following website (Computer Automated Transportation Tool, CAAT) provides detailed instructions for downloading and installing the Military Shipment Label/Issue Receipt Document (CATT MSL/IRRD) software that will generate a Military Shipping Label to include the required Code 39 and 2D(PDF417) bar codes on the label: http://www.assettrak.com/catt/msl_irrd/mslirrdmain.htm. This program was developed by the Army and is free to those with government contracts. Two contractors have introduced a version of the MSL software that can be purchased by contractors. Both programs produce labels that appear to be in compliance with the requirements of MIL-STD-129P. Contractors are MILPAC (<http://milpac.com>) and Easysoft Corporation (<http://easysoftcorp.com>). Insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignee's name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

D. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

E. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the PCO and ACO. The Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

F. Hazardous Materials:

F.1. Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

F.2. Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments)

F.3. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations. Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation

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of origin and in accordance with regulations of all applicable carriers.

F.4. A Product Material Safety Data Sheet (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

G. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6419)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

9	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
10	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001

a. The first article shall consist of:

5 each, P/N 7790183 in accordance with all drawing, QAP and specification requirements which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

Name of Offeror or Contractor: CHECK-MATE INDUSTRIES INC

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSRD-AAR-QEP-C (JoAnn McConville), Rock Island, IL 61299-7300. Contractor eligible for waiver of FAT: Check-Mate Industries.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

11	52.245-4538	GOVERNMENT FURNISHED AMMUNITION	OCT/2000
	TACOM-RI		

a. Ammunition has been programmed to support contractual test requirements as follows:

2,000 rounds, 7.62mm Ball cartridge, National Stock Number 1305-00-892-2330, Department of Defense Identification Code A143.

b. Requests for all ammunition shall be submitted electronically to the contract specialist on DD Form 1348 no later than 45 days prior to desired delivery dates. The completed request may be submitted via one of the following methods to: electronic mail foleyb@ria.army.mil, or data fax 309-782-0241, with a copy furnished to: TACOMMCA@ta.com.army.mil. Or datafax to: (586) 574-7757.

c. No later than 30 days after completion of the contract, the contractor shall report to the Contracting Officer on the remaining ammunition. The contractor shall indicate the quantity, type and National Stock Number of unused ammunition remaining at the manufacturing/test facility and request disposition instructions.

d. The contractor shall furnish a copy of the above ammunition and disposition requests to the cognizant Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR).

(End of clause)

(ES6045)

12	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	TACOM-RI		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Stock Number	Quantity	Cost	Unit of Each	Iss
M14A1 Rifle	1005-00-072-5011	1	\$206.00	each	

b. Estimated Weight: 19.5 pounds

c. Cube: 1.128 cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Tank-Automotive and Armaments Command, ATTN: AMSTA-LC-CSC-C (Barb Foley), Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery

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date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property clause in Section I of this contract.

(End of clause)

(ES6551)

13 52.246-4503 ALTERNATIVES TO LOT ACCEPTANCE SAMPLING (INCLUDING STATISTICAL JAN/1999
 TACOM-RI PROCESS CONTROL (SPC))

(a) Offerors are encouraged to propose a defect prevention strategy in lieu of lot acceptance inspection and testing requirements cited in the technical data package. The Government recognizes that industry has developed numerous prevention based strategies which result in reduced process variation and promote continuous process improvement initiatives. Use of alternatives to lot acceptance sampling can provide offerors the latitude of implementing prevention based programs that are suitable to their particular mode of operation. Offerors are encouraged to submit their alternative proposals prior to award. Although the Government will entertain post award requests, there is no guarantee such requests will be accepted.

(b) Requests to use alternatives to lot acceptance sampling shall be provided to the Contracting Officer for review and approval or disapproval. Such requests shall include:

(1) Identification of the specific inspections and tests to be reduced or eliminated.

(2) A description of your prevention based program. This should include such topics as a training program and the performance of audits.

(3) A description of the tools used to monitor and control the specific processes being evaluated. This should include such topics as criteria for determining out of control conditions and procedures to be used when an out of control condition is detected.

(4) The results of a process performance study, and if available, the results of a process capability study.

(5) For SPC data to be used as an alternative to lot acceptance sampling, the following conditions shall be met:

(i) The process is in a state of statistical control using SPC control chart methods.

(ii) Variable data: for Critical characteristics a CPK \geq 2.00 (or equivalent capability) is achieved; for Major characteristics a CPK \geq 1.33 (or equivalent capability) is achieved.

(iii) Attribute data: for Critical Characteristics a process average of 100% of the product conforming to the specification; for Major Characteristics a process average of 99.9937% of the product conforming to the specification.

(c) Proposals offered after award. The Contracting Officer is responsible for accepting or rejecting the alternate lot acceptance procedure submitted by the contractor. The contractor may submit an alternate lot acceptance procedure at any time during the performance of this contract. The Contracting Officer is responsible for accepting or rejecting the alternate procedure within 30 days of receipt. If the Government needs more time to evaluate the alternate procedure, the Contracting Officer shall notify the contractor in writing, giving the reasons and the anticipated decision date. The contractor may withdraw its proposal at anytime prior to its incorporation by contract modification. Because offerors may withdraw their proposal at anytime, the Contracting Officer's failure to timely accept or reject the proposal shall not constitute grounds for claim against the Government. Any proposed and accepted

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procedure must be incorporated by contract modification. If the alternate procedure is not accepted, the Contracting Officer shall provide the contractor with written notification, explaining the reasons for rejection.

(d) Any equitable adjustment resulting from approval of an alternate lot acceptance procedure described in paragraph (c) above will be handled in accordance with the Changes clause of this contract.

(e) Until notification is received, the contractor is required to perform under this contract in accordance with the requirements herein, including lot acceptance inspection and testing.

(End of clause)

(ES7019)

14	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

15	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	MAR/2001
	TACOM-RI		

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

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(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	M141S707M1 070011HEAJ4	AA	2	97 X4930AC6G 6D	26FB S11116	W52H09 \$	78,960.00
TOTAL							\$ 78,960.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	97 X4930AC6G 6D	26FB S11116	W52H09	\$ 78,960.00
TOTAL					\$ 78,960.00

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SPECIAL CONTRACT REQUIREMENTS

17	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
18	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

19	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
21	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
22	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
23	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
24	52.243-1	CHANGES - FIXED PRICE	AUG/1987
25	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
26	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
27	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
28	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003

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29	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
30	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
31	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
32	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
33	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	JUN/2004

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

34	DFARS 252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
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(a) Definition.

'Arms, ammunition, and explosives (AA&E),' as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

<u>NOMENCLATURE</u>	<u>NATIONAL STOCK NUMBER</u>	<u>SENSITIVITY/CATEGORY</u>
Rifle 7.62mm	1005-00-072-5011	II
Cartridge 7.62mm	1305-00-892-2330	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100-76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

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(End of Clause)

(IA6716)

35 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

36 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. 'SPI process,' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcms.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

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(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	DD 2356 HAZARDOUS MATERIAL		001	
Attachment 002	DD 2357 HCSDS)		005	
Attachment 003	SECURITY STATEMENT OF WORK		003	